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TRANSFER TAX PAID

## WARRANTY DEED 040810

KNOW ALL MEN BY THESE PRESENTS that, I. LAWRENCE GELMAN, SOLE TRUSTEE OF THE NORTH STREET REALTY TRUST, a Maine Trust established by Declaration of Trust dated April 15, 1997, with an address of Post Office Box 3165, Harrisburg, Pennsylvania 17105, for consideration paid, gives, grants, bargains, sells and conveys to DELTA REALTY LLC, a Maine limited liability company, with an address of 120 Exchange Street, Portland, Maine 04101, its successors and assigns, forever, those certain lots or parcels of land located in Waterville, Kennebec County, State of Maine, described as follows:

#### Belanger House:

A certain lot or parcel of land with the buildings thereon situated in said Waterville, County of Kennebec and State of Maine, and being known as Lot No. 85 on a Plan described as Plan of Grace Emery Ware Property on North, Pleasant and Middle Streets in Waterville, Maine, said Plan being dated November 6, 1953, and made by Carl Crane, C.E., and which said Plan will be recorded in Kennebec County Registry of Deeds to which reference shall be made. Said Lot No. 85 is more particularly described as follows:

Begin at an iron pin in the east line of Pleasant Street, said pin being located at the southwest corner of the North Grammar School City Property; thence South 44° OE and a distance of one hundred twenty (120) feet to an iron pin; thence southwesterly and parallel with the east line of Pleasant Street, and a distance of 56.5 feet; thence westerly and a distance of one hundred and twenty (120) feet to an iron pin in the east line of Pleasant Street, said pin is fiftynine and one half (59 1/2) feet from said School Property; thence northeasterly in the east line of Pleasant Street and a distance of fifty-nine and one half (59 1/2) feet to the point begun at.

Being all and the same premises acquired by Joseph E. Belanger and Jeannine L. Belanger by Warranty Deed from Roland G. Ware dated December 5, 1953 and recorded in the Kennebec County Registry of Deeds in Book 946, Page 157.

Also another certain lot or parcel of land with buildings if any thereon situated in the rear of lot number eighty-five (85) Pleasant Street in said Waterville, County of Kennebec and State of Maine, owned by said Belanger, bounded and described as follows:

Beginning at an iron pin in the ground at the southeasterly corner of the first lot described above, and Ouellette's northeasterly corner; thence northeasterly along the grantee's easterly line a distance of fifty-six and five tenths (56.5) feet to an iron pin in the line of the North Grammar School lot, and the grantee's northeasterly corner; thence southeasterly along the said School Lot a distance of 109.2 feet to an iron pin in the ground; thence S 26° 40'W a distance of 59.3 feet to an iron pin in the ground; thence northwesterly and parallel with said School Lot a distance of 127 feet to an iron pin driven into the ground and point begun at.

48-208 48-209 48-332

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48-208 48-209 48-332

Being all and the same premises acquired by Joseph E. Belanger and Jeannine L. Belanger by Warranty Deed from Richard A. Ouellette dated November 30, 1960 and recorded in the Kennebec County Registry of Deeds in Book 1211, Page 33.

Jeannine L. Belanger conveyed her interest in the above parcels to Joseph E. Belanger by Warranty Deed dated May 6, 1985 and recorded in the Kennebec County Registry of Deeds in Book 2799, Page 24.

### Y Building:

A certain lot or parcel of land situated in said Waterville and more particularly described as follows:

Beginning at the intersection of the casterly line of Pleasant Street and the southerly line of North Street; thence easterly along the southerly line of North Street a distance of one hundred and eighty feet more or less (180 +/-); thence southerly a distance of two hundred and five feet more or less (205 +/-); thence westerly a distance of two hundred and twenty eight and one half feet more or less (228.5 +/-); to the easterly line of Pleasant Street; thence northerly along the easterly line of Pleasant Street a distance of one hundred fifty-six feet more or less (156 +/-) to the point of beginning. Meaning and intending to described the property known as the "North Grammar School Lot."

#### Harris House:

Also a certain lot or parcel of land with buildings thereon on the westerly side of upper Main Street in said Waterville and bounded and described as follows, together with the buildings thereon, viz:

Bounded easterly by said upper Main Street; northerly by North Street; westerly by the North Grammar School House lot; southerly by land formerly of the late George W. Dorr, now of Dorr Building, Inc. and the same conveyed to Everett B. Harris by the Waterville Savings Bank by its deed of December 8, 1923 and recorded in Kennebec Registry of Deeds Book 596, Page 411.

Meaning and intending to hereby convey the same premises devised from Cora M. Harris to the Everett B. Harris Young Men's Christian Association which is one and the same as the Waterville Area Young Men's Christian Association by Abstract dated May 11, 1970 and recorded in the Kennebec County Registry of Deeds in Book 1520, Page 812. It was the intent of Cora M. Harris to deed the property to the Waterville Area Young Men's Christian Association but have the building called by her husband's name. The building was subsequently called the Everett B. Harris House.

Meaning and intending to convey and hereby conveying the same premises conveyed to the grantor herein by deed of Waterville Area Young Men's Christian Association dated April 17, 1997 and recorded in said Registry of Deeds in Book 5338, Page 184.

**TO HAVE AND TO HOLD** the aforegranted and bargained property, with all the privileges and appurtenances thereof, to the said Grantee, its successors and assigns, forever.

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48-208 48-209 48-332

AND THE SAID GRANTOR covenants with the said Grantee that it is lawfully seized in fee of the property, that the property is free from all encumbrances and that the said Grantor has good right to sell and convey the same to Grantee to hold as aforesaid; and that the said Grantor will warrant and defend the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

AND THE SAID GRANTOR DECLARES that no portion of the property herein conveyed shall be used for the sale of prescription drugs, health and/or beauty aids or articles requiring the presence of a licensed pharmacist, and that no portion of the Property shall be used in connection with the use of any other property on which prescription drugs, health and/or beauty aids or articles requiring the presence of a licensed pharmacist are sold.

IN WITNESS WHEREOF, I. Lawrence Gelman, the sole Trustee of said North Street Realty Trust, has caused this instrument to be signed in its name by Trustee thereunto duly authorized this 13<sup>th</sup> day of December, 2002.

Signed, Sealed and Delivered in presence of:

NORTH STREET REALTY TRUST

I. Lawrence Gelman

Sole Trustee

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CUMBERLAND

Then personally appeared I. Lawrence Gelman, in his capacity as sole trustee of North Street Realty Trust, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said trust.

Before me,

Notary Public

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Witness

NOTARIAL SEAL

LINDA L. BROWN, NOTARY PUBLIC EAST PENNSBORO TWP., CUMBÉRLAND COUNTY MY COMMISSION EXPIRES JUNE 18, 2004

RECEIVED KENNEBEC SS. 2002 DEC 23 AM 9: 00

ATTEST: Burely Buther Stangy